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for whom it was intended. Defendant, acting within the scope of his authority, refused the plaintiff admission to the theater on presentation of this ticket. The plaintiff sues him in tort for maliciously procuring the theater company to break its contract with the plaintiff. *Held*, that the defendant is not liable. *Said v. Butt* [1920] 3 K. B. 497.

The doctrine that a person who intentionally causes a man to break his contract with another, whereby damage results, is liable in an action of tort, is generally established. *Lumley v. Gye*, 2 E. & B. 216; *Angle v. Chicago, etc. Ry. Co.*, 151 U. S. 1. See 31 HARV. L. REV. 1017. The principal case discusses a novel application of this doctrine to facts involving an agent as defendant. See *Said v. Butt*, *supra*, 503. There is language in cases wide enough at first blush, to permit such application. See *Quinn v. Leatham*, [1901] A. C. 495, 510; *So. Wales Miners' Fed. v. Glamorgan Coal Co.*, [1905] A. C. 239, 250. And agency is commonly no defense in a tort action. *Carraher v. Allen*, 112 Iowa, 168; *Berghoff v. McDonald*, 87 Ind. 549. But the substantial liability here is not tort. Clearly the plaintiff is attempting to turn contract into tort to get increased damages out of the possible injury to his personality. See *Woolcott v. Shubert*, 154 N. Y. Supp. 643, 169 App. Div. 194. Should we hold the defendant, acting within the scope of his authority, for the alleged tort, we should also be compelled to hold the principal for the tort of breaking his own contract. This absurd result reveals the soundness of the court's decision. See 1 MECHEM, LAW OF AGENCY, 2 ed., § 1482.

**TORTS — JOINT WRONGDOERS — RELEASE OF ONE AS BAR TO ACTION AGAINST ANOTHER.** — The plaintiff, an employee of a mining company, was injured in the course of his employment by an explosion caused by a defective fuse supplied by the defendant company. For a reasonable consideration he gave a release to his employer for all claims arising out of the accident. Plaintiff now sues the defendant company alleging that the accident was due solely to its negligence. Defendant sets up the release to the mining company in bar. *Held*, that the plaintiff cannot recover. *Kirkland v. Ensign-Bickford Co.*, 267 Fed. 472.

The liability of two or more persons jointly concerned in committing a tort is joint and several. *Matthews v. Delaware L. & W. R. Co.*, 56 N. J. L. 34, 27 Atl. 919; *Coleman v. Bennett*, 111 Tenn. 705, 69 S. W. 734. See 1 COOLEY, TORTS, 3 ed., 224. By the oft-stated rule the release of one such tort-feasor releases all. *Aldrich v. Parnell*, 147 Mass. 409, 18 N. E. 170; *McBride v. Scott*, 132 Mich. 176, 93 N. W. 243. The idea apparently is that the release destroys the obligation itself. See 1 WILLISTON, CONTRACTS, §§ 334, 338 a. It is submitted that the true test should be whether the injured party has had reasonable satisfaction. See *Cleveland v. Bangor*, 87 Me. 259, 264, 32 Atl. 892, 894; *Wheat v. Carter*, 106 Atl. (N. H.) 602. See also 26 HARV. L. REV. 658. In situations closely analogous to that in discussion this has frequently come to be the test laid down by the courts. Thus the release of one not in fact liable is not generally a bar to action against the tort-feasor unless reasonable satisfaction has been received. *Kentucky & I. B. Co. v. Hall*, 125 Ind. 220, 25 N. E. 219; *Thomas v. Central R. Co.*, 194 Pa. St. 511, 45 Atl. 344. See *Carpenter v. W. H. McElwain Co.*, 78 N. H. 118, 122, 97 Atl. 560, 562. Similarly an unsatisfied judgment against one tort-feasor usually does not prevent the plaintiff from suing the others. *Squire v. Ordemann*, 194 N. Y. 394, 87 N. E. 435; *Lovejoy v. Murray*, 3 Wall. (U. S.) 1. The principal case, though summarily applying the rule that a release of one joint tort-feasor must be a bar, may be justified under the suggested test of reasonable satisfaction.

**TRIAL — PROVINCE OF COURT AND JURY — COERCION OF JURY.** — In a criminal prosecution for doing business as a pawnbroker without a license, the